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SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 18 day of August, 2015, by and between G&C ALTAMONT INVESTORS, LLC, a Tennessee limited liability company with, party of the first part, and HCBH Overlook, LLC, a Delaware limited liability company, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the City of Nashville, County of Davidson, State of Tennessee:

See attached **Exhibit "A"** which is incorporated herein by this reference for legal description

Being the same property conveyed to the party of the first part by Quit Claim Deed of record at Instrument Number 20130618-0062370 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it has lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, EXCEPT

See attached Exhibit "B" for exceptions to title

and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it but not further or otherwise.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according in their proper gender and number according to the context hereof.

[SIGNATURE PAGE TO FOLLOW]

BILL GARRETT, Davidson County
Trans:T20150070721 DEEDWARRSP
Recvd: 08/21/15 09:33 7 pgs
Fees:38.00 Taxes:91205.00
20150821-0084449

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

G&C ALTAMONT INVESTORS, LLC, a Tennessee limited liability company

By: G&C Altamont Management, LLC, its Managing Member

BY: _____
Anuj Grover, Manager

****

STATE OF Florida
COUNTY OF Palm Beach

Before me, Iker Gorricho, a Notary Public of said State and County aforesaid, personally appeared Anuj Grover, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of G&C Altamont Management, LLC, as Managing Member of G& C Altamont Investors, LLC, a Tennessee limited liability company the within named bargainor, and that he as such Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of G&C Altamont Investors, LLC, a Tennessee limited liability company, by himself as such Manager.

Witness my hand and seal, this 12th day of August, 2015.

_____
Notary Public

My Commission Expires: 2018

State of: FL

Iker A. Gorricho
Commission # FF163103
Expires: SEP 24, 2018
BONDED THRU
1ST FLORIDA NOTARY, LLC

****

(FOR RECORDING DATA ONLY)

Property Address:
860 Murfreesboro Pike
Nashville TN 37217

Property Owner:
HCBH Overlook, LLC
300 Crescent Ct., Ste. 700
Dallas, TX 75201

Map
Ward ___ Block 106 Parcel 072.00
Ward ___ Block ____ Parcel ____

Mail tax bills to: (Person or Agency responsible for payment of taxes)
HCBH Overlook, LLC
300 Crescent Court, Ste. 700
Dallas, TX 75201

This instrument prepared by:
_____, Atty.
Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A.
150 W Flagler Street #22
Miami, FL 33130

Return to:
_____
_____
_____
_____

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $_____ which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this _____ day of _____, 2015.

_____
Notary Public

My Commission Expires:
_____

Exhibit "A"

Land in the 3rd Civil District of Davidson County, Tennessee being shown on a survey prepared by Philip B. Taylor of The Schneider Corporation dated April 7, 2008 with Job Number 7103.001 being more particularly described as follows:

Beginning at a point in the north right-of-way of Murfreesboro Road or U.S. Highway No. 41 on a non tangent curve having a radius of 1879.90 feet marked by a 1/2 inch rebar, said point being Pamela and Donald Hagan's southwest corner; thence northwesterly with the right-of-way of said road along said curve an arc distance of 235.64 feet to a point which bears South 37 degrees 56 minutes 38 seconds West from said radius point; thence with said right-of-way North 52 degrees 13 minutes 00 seconds West a distance of 268.54 feet to a 1/2 inch rebar; thence North 34 degrees 57 minutes 14 seconds East a distance of 264.95 feet to a 1/2 inch rebar; thence North 49 degrees 19 minutes 09 seconds West a distance of 265.52 feet to a 5/8 inch rebar in the easterly line of Welcome Hospitality Group, Inc.; thence with Welcome Hospitality Group, Inc.'s line North 17 degrees 55 minutes 26 seconds East a distance of 433.72 feet to a 3/4 inch rebar at the southeast corner of McQuiddy Printing Company; thence with McQuiddy's line North 17 degrees 32 minutes 44 seconds East a distance of 205.91 feet to a piece of 5/8 inch steel; thence along McQuiddy's south line South 70 degrees 41 minutes 05 seconds East a distance of 675.43 feet to a point in Viola Hagan's west line marked by a wooden fence post; thence with Viola Hagan's west line the following three courses: 1) South 04 degrees 08 minutes 01 seconds West a distance of 424.65 feet to a 3/4 inch rebar, 2) South 25 degrees 52 minutes 39 seconds West a distance of 300.30 feet to a 1/2 inch rebar, 3) South 07 degrees 00 minutes 20 seconds West a distance of 189.94 feet to a 1/2 inch rebar at a point in Pamela and Donald Hagan's line; thence with Pamela and Donald Hagan's line the following 2 courses: 1) North 81 degrees 25 minutes 23 seconds West a distance of 152.76 feet to a 1/2 inch rebar, 2) South 10 degrees 49 minutes 19 seconds West a distance of 217.63 feet to the point of beginning, containing 15.98 acres, more or less.

Being the same property conveyed to Wells Fargo Bank N.A., as Trustee, as of record in Instrument No.20070117-0007022, Register's Office for Davidson County, Tennessee.

Exhibit "B"

Exceptions to Title

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties in possession not shown by the public records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Easements, or claims of easements, not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplement assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.

8. Taxes for the year 2015 and subsequent years, a lien not yet due and payable.

9. Exclusive Easement and Assignment Agreement between Altamont Pointe Apartments, LLC, a Tennessee limited liability company and Kanchen Holdings, LLC, a Delaware limited liability company of record as Instrument No. 20091013009485 8, Register's Office for Davidson County, Tennessee.

10. Grant of Easement to Comcast of Nashville I, LLC of record as Instrument No. 201007200056817, Register's Office for Davidson County, Tennessee.

11. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4040, Page 968, Register's Office for Davidson County, Tennessee.

12. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4520, Page 797, Register's Office for Davidson County, Tennessee.

13. All the terms and provision set forth and contained in that certain Lease between EBA Associates, a Tennessee general partnership, Lessor and Powertel/Memphis, Inc., Lessee, and the Memorandum recorded in Book 10890, Page 921, Register's Office for Davidson County, Tennessee.

Assignment and Assumption Agreement of record in Book 11519, Page 847, Register's Office for Davidson County, Tennessee.

Memorandum of Lease - Site Lease Acknowledgment of record in Book 11519, Page 857, Register's Office for Davidson County, Tennessee.

Assignment and Assumption Agreement of record in Book 11519, Page 865, Register's Office for Davidson County, Tennessee.

14. Memorandum of Lease by and between EBA Associates, a Tennessee general partnership, Lessor, and Web Service Company, Inc., Lessee, dated June 21, 2000, of record as Instrument No. 200009140091596, Register's Office for Davidson County, Tennessee; and terms and provisions of the underlying subject lease.

15. Rights of tenants in possession as of the date hereof, as tenants only, under unrecorded residential leases.

16. All matters as shown on Survey No. 15-07-1050, prepared by Clifford McGill, TN RLS# 2699, dated July 22, 2015, last revised August 6, 2015, including the following:

a. All underground utility lines not located in a recorded easement.
b. Wood fence encroaches a maximum of 6.1 feet over the easterly line of the westerly adjoiner.
c. Wood fence encroaches a maximum of 11.0 feet over the easterly line of the westerly adjoiner.
d. Concrete walk encroaches a maximum of 0.9 feet over the easterly line of the westerly adjoiner.
e. Concrete walk encroaches a maximum of 1.5 feet over the easterly line of the westerly adjoiner.
f. Wood fence trash enclosure encroaches a maximum of 4.6 feet over the easterly line of the westerly adjoiner.
g. Wood fence encroaches a maximum of 0.6 feet over the westerly line of the easterly adjoiner.
h. Curbing at access entrance extends into road right of way.

BILL GARRETT
REGISTER OF DEEDS

www.nashville.gov/rod

PO Box 196398
Nashville, TN 37219-6398
(615) 862-6790 phone
(615) 880-2039 fax

The following oath of consideration is required on all deeds transferring property:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater for this transfer is $24,050,000.

Affiant

Subscribed and sworn before me, this 14 day of August, 2014.

Notary

SARAH ASHLEY BELL
Notary Public, State of Texas
My Commission Expires
April 08, 2019